

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposal

For

Landscape and Maintenance Services



TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408

ANTHONY R. MERIANO
DIRECTOR OF PUBLIC WORKS
(561) 656-0310

TABLE OF CONTENTS

Request for Proposal	Page 3
Instructions to Proposers and Terms and Conditions	Pages 4-9
Evaluation of Proposals	Page 10
Introduction	Page 11
Proposal Response Format	Page 11-12
Scope of Work/Technical Specifications	Pages 13-22
Proposal Form	Pages 23
Drug Free Workplace	Page 24
Public Entity Crime Statement	Pages 25-26
Standard Contract for Services	Pages 27-35
Appendix: Contractor Maintained Landscape Areas	Pages 36-40

REQUEST FOR PROPOSAL

The Town of Juno Beach will receive sealed proposals from qualified contractors to provide **Landscape and Maintenance Services**.

Interested firms shall submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words **“Landscape and Maintenance Services”** to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by **11:00 a.m. on Thursday, June 21, 2018**. Any proposals received after the date and time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and acknowledged in the Town Council Chambers.

The Request for Proposals is open to inspection and may be obtained at the Town Center, 340 Ocean Drive, Juno Beach, Florida 33408, on the Town’s website www.juno-beach.fl.us, or by calling Anthony Meriano, at (561) 656-0310. A non-refundable \$5.00 charge for each hardcopy of the Request for Proposal will be required. Electronic copies are free of charge and may be obtained by sending an email request to ameriano@juno-beach.fl.us.

A non-mandatory pre-proposal meeting will be held on Tuesday, June 12, 2018 at 10:00 a.m. at the Town Center, Council Chambers, 340 Ocean Drive, Juno Beach, FL, 33408.

The terms of service shall be for a period of two (2) years. The Parties may extend the service period for two (2) additional two (2) year terms, with mutual consent. The service agreement may be terminated with or without cause, upon thirty (30) days written notice.

The Town of Juno Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF JUNO BEACH, FLORIDA
Anthony R. Meriano
Director of Public Works
Publish: Palm Beach Post
Sunday, June 3, 2018

INSTRUCTIONS TO PROPOSERS TERMS AND CONDITIONS

GENERAL INFORMATION

The sole purpose and intent of this Request for Proposal (RFP) is to establish a term contract for landscaping and grounds maintenance for the Town of Juno Beach in accordance with the designated schedule and all specifications herein.

The Proposal Documents consist of:

1. Request for Proposal
2. Instructions to Proposers and Terms and Conditions
3. Introduction, Proposal Response Format, Scope of Work/Technical Specifications
4. Proposal Form
5. Drug Free Workplace Certification
6. Sworn Statement on Public Entity Crimes
7. Standard Contract for Services
8. Any Addenda issued prior to the date designated for receipt of proposal; and
9. Appendix

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Town of Juno Beach ("Town") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Landscape and Maintenance Services**" on the outside and mailed or hand-delivered to the Town of Juno Beach on or before the specified time and date. **Please provide one (1) original and three (3) completed copies.**

It is the Proposer's sole responsibility to ensure that his/her Proposal is received by the Town on or before the closing date and time. The Town shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by telephone, telegram, email or facsimile will not be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date. Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Town provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

Anthony Meriano
Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
561-656-0310

All questions regarding this Request for Proposal shall be directed in writing; preferably by email to ameriano@juno-beach.fl.us or fax: 561-656-0378. Questions shall be submitted no later than 10:00am EST, on Tuesday, June 12, 2018. Questions submitted after that date and time shall not be answered nor considered grounds for a protest.

Note: Written requirements in the Request for Proposal or its amendments are binding, oral communications are not.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

<u>Date/Time</u>	<u>Action/Activity</u>
June 3, 2018	RFP available on Town website and other links
June 12, 2018, 10:00am	Non-mandatory Pre-Proposal Meeting
June 12, 2018, 10:00am	Questions Due
June 21, 2018, 11:00am	RFP Due
June 21, 2018, 3:00pm	Evaluation Committee Meeting
June 26, 2018	Town Council Agenda Item – Award Consideration

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Town reserves the right to re-issue the Request for Proposal.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before Proposals are opened. No authorization is allowed by Town personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated into a contractual agreement. A copy of the Town's Standard Contract is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Town shall **not** be authorized to use the Town's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Town shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Town reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Town the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the Town.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Town and promptly demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith. The blank spaces in the proposal form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the proposal form.
- (B) Lump sum proposals shall be shown on the Proposal Form provided in this package.
- (C) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the work specified. Qualified vendors must be licensed or authorized to provide the requested products and services. They should demonstrate the technical and professional

capacity to deliver the products and services requested in this RFP. The Proposer shall submit the following information with his/her proposal:

- A. A list of three (3) most recent references for which the Proposer has provided complete landscape and maintenance services (government agency references are preferred). Please provide the business/government agency address, the name of project representative and telephone number for each of the references. Include a brief description of the services performed for each.
- B. List of experience, equipment and personnel requirements as set forth in the Scope of Work/Specifications.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. Evidence of at least five (5) years of experience in providing landscape and maintenance services.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SITE ACCESS AND DUTIES

For the performance of the contract, the contractor will be permitted to occupy such portions of the Town Center as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

CONE OF SILENCE

This Request for Proposal is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

EVALUATION OF PROPOSALS

Companies shall be ranked based on the following criteria. The Town’s staff will consider how well the Proposer’s submittal meets the needs of the Town. It is important that the responses be clear, concise and complete so that the staff can adequately understand all aspects of the proposal. The Town will select the Proposer it determines, in its sole discretion, possesses the best combination of professional attributes, experience, equipment, and pricing. In evaluating the proposals, the Town anticipates using the following weighted criteria:

Max. Points	Category
10	<p><i>Vendor Profile-Qualifications, Background and Experience of Firm</i></p> <ul style="list-style-type: none"> • Qualifications and experience with similar projects • Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
10	<p><i>References (provide a minimum of 3)</i></p> <ul style="list-style-type: none"> • Provide a minimum of three (3) customers with a brief description of similar work performed (Government Preferred). • Provide the designated contact person’s name, phone number, email address, location and dates of service (at least 2 years).
20	<p><i>Personnel and Equipment</i></p> <ul style="list-style-type: none"> • Provide sample list of company equipment • Availability of qualified personnel
60	<p><i>Price</i></p> <ul style="list-style-type: none"> • Completed Itemized Proposal Form to include all products and services.

CLIENT REFERENCES

The Proposer shall include three (3) current client references providing the client name and telephone numbers. Refer to Section 2. 3. Below.

1

2

3

**INTRODUCTION, PROPOSAL RESPONSE FORMAT, SCOPE OF
WORK/TECHNICAL SPECIFICATIONS,**

SECTION 1 – INTRODUCTION

The Town of Juno Beach is seeking proposals from qualified contractors to provide Landscape and Maintenance Services at various locations around the Town of Juno Beach.

You are invited to submit a proposal, it is the Town’s desire to enter into an agreement with a contractor that can provide a turn-key range of services. This Request for Proposal (RFP) states the overall scope of products and services desired, as well as desired vendor qualifications and evaluation criteria.

For information concerning this Proposal, please contact:

Anthony Meriano, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408
ameriano@juno-beach.fl.us, 561-656-0310, fax: 561-656-0378.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Town finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Standard Time (EST) in Juno Beach, Florida.

<u>Date/Time</u>	<u>Action/Activity</u>
June 3, 2018	RFP available on Town website and other links
June 12, 2018, 10:00am	Non-mandatory Pre-Proposal Meeting
June 12, 2018, 10:00am	Questions Due
June 21, 2018, 11:00am	RFP Due
June 21, 2018, 3:00pm	Evaluation Committee Meeting
June 26, 2018	Town Council Agenda Item – Award Consideration

SECTION 2 – PROPOSAL RESPONSE FORMAT

The proposer shall follow the following format when submitting their RFP proposal. The Town is not interested in reams of brochures or superfluous information. Only provide the items requested below.

1. **Cover letter: Provide a letter on your company’s letterhead with the following information.**
 - a. Describe the firm’s organization background.
 - b. Number of years in business.
 - c. Include a description of the firm’s experience in providing similar work and projects.

- d. Federal tax ID number.
 - e. Copy of business license from your city of origin and proof the company is licensed to sell/perform their services in the State of Florida.
 - f. The staff person assigned to the Town's project. The expectation is that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established.
 - g. Disclose any relevant information that your firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.
 - h. Confirmation of any addendums posted.
 - i. State this proposal is valid for 60 days from the due date of the RFP.
 - j. The letter must be signed by a person authorized to bind the company in a contract with the Town.
2. Statement or evidence of at least five (5) years of experience in providing landscape and maintenance services.
 3. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
 4. Statement or proof of Insurance as described in RFP. (If awarded and upon execution of a contract, all insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".)
 5. A list of three (3) most recent references for which the Proposer has provided complete landscape and maintenance services (government agency references are preferred). Please provide the business/government agency address, the name of project representative and telephone number for each of the references. Include a brief description of the services performed for each.
 6. List of experience, equipment and personnel requirements as set forth in the:
SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS
 7. Itemized Proposal Fee to include all products and services: including trees, shrubs an installation. Use form provided.
 8. Attach required Town forms to this RFP.
 - 1) Cover Letter
 - 2) Proposal Form
 - 3) Drug Free Workplace
 - 4) Public Entity Crime Statement
 9. Submit one (1) original and three (3) copies in a sealed envelope bearing the name and address of the firm and the words "Landscaping and Maintenance Services" to Town of Juno Beach, 340 Ocean Drive, Juno Beach, Florida 33408 by 11:00 a.m. on Thursday, June 21, 2018.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The scope of work shall include, but is not limited to: mowing, trimming, weeding and edging of all landscaped areas, including turf areas, medians, right-of-way, flower beds, shrub beds, and ground cover beds; fertilizing, herbicide treatment, mulching, blowing sidewalks, and roads as needed, and removal of all litter and landscape debris, such as fallen branches or palm fronds while on site. The successful proposer shall furnish all labor, supervision, equipment, supplies, tools, materials, fuel, services, and all other necessary incidentals required to fully maintain the general condition of the Town properties and grounds to a superior level using the highest and best maintenance practices in the industry.

REGULATIONS AND STANDARDS

The successful proposer shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The successful proposer shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

1. Florida Department of Transportation
2. Occupational Safety and Health Act
3. Environmental Protection Agency
4. All State and Federal labor standards and practices, as applicable
5. Insurance

SUCCESSFUL PROPOSAL RESPONSIBILITIES

The successful proposer shall be available to the Town for as-needed inspections of all landscaped areas at no additional cost, as directed by the Town. The successful proposer shall be available to attend meetings with the Town at no additional cost to the Town, as directed by the Town.

ATTIRE

The successful proposer shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer's instructions for materials and equipment. The successful proposer's personnel shall be in company uniform during the performance of maintenance duties.

CONTRACTOR RESPONSIBILITY

Contractor shall be responsible for ensuring that all employees are in compliance, at all times, with Terms, Conditions and Specifications outlined in this Request for Proposal. The Contractor shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, in compliance with all applicable Federal, State and Local statutes pertaining to services as specified.

SUPERVISION

The successful proposer shall provide an adequate number of trained, qualified crew/site supervisors capable of providing adequate supervision to accomplish the services. The successful proposer's designated crew/site supervisors shall be reachable by cell phone, Monday through Friday, 7:00 a.m. to 5:00 p.m. Cell phone numbers for the crew/site supervisors shall be provided to the Director of Public Works.

Crew/site supervisor, to the satisfaction of the Director of Public Works, shall be capable of verbal and written communication in English language and shall be able to adequately communicate with service workers.

The Contractor's Supervisor will complete a walk-thru after each service to confirm that the defined quality and scope of service was performed. At the end of each maintenance day, all walks, drives, road surfaces and open space areas will be free of any loose materials, trash or debris.

The Contract Coordinator or Town Manager may request the Contractor to remove any Supervisor if it is determined the individual is not performing the service in accordance with the terms and conditions of this contract.

Note: Crew/site supervisor shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the successful proposer, regarding the disbursement of any resources needed, including, but not limited to, chemicals, materials, equipment, labor, or otherwise as directed by the Director of Public Works. The duties shall be performed at no additional cost to the Town.

EMPLOYEES

Persons employed by the Contractor in the performance of services pursuant to this bid shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town as to pension, workers compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law, and shall be 18 years of age or older. Under no circumstances will any employee of the Contractor be permitted to allow minors (under 18 years of age) and/or anyone who is not an employee of the contractor to enter any Town facility at any time for any reason.

All personnel shall be required to wear proper attire, which, at a minimum includes a standard shirt carrying the company name and/or logo, present a good appearance and maintain a professional code of conduct. All personnel shall wear a safety vest with reflective striping when working within the road right of way. The personnel shall observe the applicable FDOT Maintenance of Traffic Standard, when working in the road right of way. The Contractor will insure that all County, State of Florida, OSHA and other applicable safety regulations are met.

EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by all applicable laws, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Director of Public Works may direct the successful proposer to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town.

MONTHLY INSPECTION

The successful proposer's work will be inspected by the Town representative on a regular basis to assure strict compliance with these specifications. The Town will meet with the successful proposer as needed, but no less than on a monthly basis, to review the overall maintenance. The Director of Public Works may make periodic inspections and provide reports indicating items that need to be addressed and the successful proposer is responsible for fixing the deficiencies in a timely manner. Inspections shall be at no additional cost to the Town.

DAMAGE

The successful proposer shall immediately notify the Director of Public Works of damaged turf and/or plant materials resulting from vehicular damage, storm damage and/or vandalism. During each service the successful proposer shall upright and stake any fallen or leaning trees and palms, stake young trees with unestablished roots, re-strap and/or straighten trees with diameters of 3" or less and remove dead or damaged material. All observed hazards shall be reported immediately to the Director of Public Works.

The successful proposer shall be responsible for repairs or replacements of turf, all plants, materials, equipment and property damaged by his/her employees during performance of maintenance duties.

The successful proposer, while on site performing a service, shall be responsible for repairs and/or replacement to vehicles and windows due to flying rocks and debris from mowers and trimmers.

All repairs shall be completed within three (3) calendar days, with the exception of irrigation damage. Irrigation system damage shall be repaired within one (1) day.

Irrigation: Any damage done by successful proposer's personnel or equipment will be billed or deducted from monthly invoice. Any malfunctions and/or required adjustments shall be reported to the Director of Public Works. The successful proposer shall trim and clean around all sprinkler heads, as needed, to provide free flow of water.

DEBRIS

All dead plants, bushes and debris (i.e., grass, leaves, tree trimmings, hedge clippings, tree branches, broken limbs, pine needles, pine cones, gravel/sand, stones, asphalt, concrete, cigarettes, cans, paper, glass, litter), shall be removed, on day of service, from entire site and disposed of at the proper facilities at the successful bidder’s expense. All plant beds, ground covers, and mulched areas shall be free of weeds, trash, fallen limbs and dead vegetation at each service.

DESIGNATED SCHEDULE

Locations:	Number of Services	Monthly Mowing Schedule
Manicured ground mowing Cuts/Month	43/year	Apr. – Oct. 4 Nov. – March 3
Cuts/Month Perimeter ground mowing	12/year	Once a month

* Manicured grounds shall be defined as areas of manicured plant beds, St. Augustine grass areas, and mulched beds.

** Perimeter grounds shall be defined as areas that are Bahia grass areas or right-of-way areas.

Mowing schedules shall be approved by the Director of Public Works and the Town reserves the right to increase or decrease services as needed. The successful proposer shall provide each month’s maintenance schedule no later than the last week of the preceding month. The Director of Public Works shall be notified a minimum of five (5) days in advance of any change in schedule. The Town reserves the right to adjust the successful bidder’s maintenance schedule to accommodate special events and/or activities.

The maintenance schedules shall denote all tasks to be performed. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely may be deducted from the invoice from which it is billed.

SERVICE

A SERVICE shall include the following including Fertilizing and Mulching which are performed, as specified herein. The successful proposer shall provide a sufficient number of workers to complete a service within two (2) days at any one site.

MOWING:

Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any “missed” uncut grass. All grasses shall be maintained at a height of four (4) inches, never to exceed six (6) inches unless permitted by the Town. Rotary mowers shall be

used on St. Augustine grass. Reel mowers with rollers, rotary mowers or flair mowers shall be used on Bahia grass. Reel mowers shall be used on Bermuda grass. All mowing shall be done with finish mowers unless other specified. All mowers shall be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade. All mowers shall be mulching-type mowers with no discharge allowed, or all clippings shall be manually removed. All equipment shall be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the Town at its sole discretion. All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times. All mower blades shall be maintained to provide a sharp cut, rather than tear grass blades. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, etc. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sod berm, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs or other facilities. Uneven grass cut due to speed and bouncing of mower, quick turns, burning of grass from overheated machine, scalping of grass, etc. Should any of the above listed damage occur the successful proposer will be held financially responsible for the replacement or repair.

Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is mowed. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent properties. Mowing shall not be done when weather or conditions shall result in damaged turf. Weekend mowing is not allowed without prior approval from the Director of Public Works. All work may be performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Work performed at any other hours shall require prior written approval from the Director of Public Works. Line trimming machines shall not be used in areas accessible to mowers.

SWALE AREAS, AROUND RETENTION PONDS:

Use line trimming or brush cutting machines when not accessible to mowers. Grass level shall equal that of mower cutting height.

TRIMMING:

Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass shall be trimmed at the same height as adjacent turfs mowed. Areas requiring trimming include buildings, fences, walls, poles, electrical boxes, trees, sprinklers, pavement edges, plant beds, etc. Line trimming machines shall not be used in areas accessible to mowers.

EDGING:

Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement. Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curb, drives, patios, decks,

shall be completed during each mowing. Edging of all bed areas and tree wells shall be done in conjunction with each mowing. Edging shall be performed to result in neat vertical uniform lines and uniformed depths. No **Fish Line** cutting shall be allowed for edging. Steel blade edging is the only allowable machine approved by the Director of Public Works. Plant growth on paved surfaces, curbs, sidewalks, etc., shall be removed/sprayed monthly to kill vegetation in cracks, etc., to maintain a clean, neat appearance. An approved herbicide such as Round-up can be used to control weeds. Any equal herbicide shall have prior approval from the Director of Public Works. Damage to property or existing vegetation caused by improper trimming or edging or vine removal shall be repaired or replaced within forty-eight (48) hours at the proposer's expense. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscaping lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each service.

PRUNING/TRIMMING OF SHRUBS, PLANTS, TREES AND BUSHES:

Tree pruning/trimming shall be done in accordance with Town of Juno Beach Ordinances and the Florida Department of Transportation requirements on state-owned roadways, right-of ways and medians. Proposer shall be aware of all height requirements and line-of-sight distances per FDOT.

Hedge and Shrub Trimming

Frequencies shall be once per month, unless directed otherwise by the Director of Public Works. All shrubs, plants, trees and bushes shall be trimmed and/or pruned monthly or as directed to maintain a manicured appearance. Trees shall be trimmed and/or pruned up to height accessible from the ground. Successful proposer shall use long handle pruning saws for all trees. All plants shall be maintained to well-shaped appearance according to each species natural growth habit. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the following flower season. All plants shall be kept pruned away from all structures. The successful proposer shall prune all hedges and plant materials as specified.

Tree Pruning

Frequency shall be once per month. Exceptions to this schedule include immediate removal of damaged, dead or diseased limbs. "Maintenance pruning" of trees shall consist of the removal of dead and/or broken branches, suckers, sprouts or foreign growths from grounds level up to 10' in height; and pruning to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting. All tree pruning shall be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming. Cut branches 1/4" away from collar to promote healing, leaving no stubs. Remove from all trees as necessary any vines, debris, signs or any other materials attached to the trunk.

Remove all dead or broken branches, including dead palm fronds from trees in the accepted

manner.

Special emphasis shall be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways. The successful proposer shall trim all unsightly tree limbs accessible from the ground, as required, and in accordance with good horticultural practices. Trees that overhang parking areas shall be kept trimmed so that limbs do not come into contact with parked cars. All tree cutting/debris shall be removed from the site on the same day as cut.

WEEDING:

Weeding and cleaning of all planters, plant beds, including all hedges and ringed areas around trees, shall be completed during each service to maintain a manicured appearance. For the purpose of this solicitation a weed shall be considered as any undesirable or misplaced growth. Hand-pull weeds in shrub, flower and ground cover areas, as needed to maintain a clean appearance. All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through the use of herbicide. Apply only approved herbicides, as needed to control weeds in medians, sidewalks, decorative pavers, bull nose, curb, catch basins, and gutter areas. Trees and palms within lawn area: No chemical edging is allowed around trees and palms within lawn areas. Do not use string trimmers adjacent to trunks in order to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling at each maintenance visit. Haul away all trimming debris from site, on day of service, and properly dispose of at the successful proposer's expense.

RAKING OF MULCH:

The successful proposer shall rake existing mulch, once a month, to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation. Mulching applications shall be performed as directed by the Director of Public Works.

PEST CONTROL:

Successful proposer shall use a trained and licensed applicator to monitor and spray for insects, pests and fungus harmful to turf, trees and plants, with approved insecticides and fungicides. Fire ant control shall be done during each service with an approved pesticide such as Andro, Orthene or Varsity. Application shall be as directed by the manufacturer's directions. Successful proposer is responsible for insect pests and fungus that damage grass, trees and all plant life due to successful proposer's non-performance

FERTILIZING

Section 482.1562, Florida Statutes, requires that **ALL** commercial fertilizer applicators must have a certification from the Florida Department of Agriculture and Consumer Services (FDACS).

The successful proposer shall not start fertilizing procedures until given approval to start by the

Town representative.

Fertilizing shall not be done when weather or conditions shall result in damaged turf. The successful proposer shall be responsible for repairs and replacement of turf and all plants resulting from fertilizer burn at no additional cost to the Town. The fertilizer used shall be a commercial grade product and recommended for use on each grass type. Specific requirements should be determined by soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

If staining does occur, the successful proposer shall be responsible for cleaning the affected hard surfaces within twenty-four hours of staining at no additional cost to the Town. A Town representative must be on-site to witness all the fertilizing process; otherwise this action by the successful proposer would be considered a breach of the contract and will not be accepted as a completed service. All applications shall follow labeled precautions and be performed by experienced employee(s) familiar with applications using best management practices as outlined in Florida Green Industries Best Management Practices Manual. All fertilizer formulation shall be safe to use in a mix lawn, and planting bed application.

Schedule for fertilizer applications are as follows:

The successful proposer shall fertilize all lawns two (2) times per year using a complete slow release fertilizer containing all micro-nutrients. Application shall be applied as per manufacturer's label and scheduled as determined by the Director of Public Works. A weed and feed fertilizer shall be used at sites with Saint Augustine.

Fertilize all shade trees two (2) times per year using a complete slow release fertilizer containing all micro-nutrients at a rate of one (1) lb. per one (1) inch of tree trunk caliper. Measure caliper at three (3) feet above finish grade. Fertilize shall be scheduled as determined by the Director of Public Works.

Fertilize all flowering shrubs two (2) times per year using a complete slow release fertilizer containing all micro-nutrients.

Fertilize Palms two (2) times per year using quality Palm Fertilizer containing all micro-nutrients.

All phases of the fertilization process shall be completed in conjunction with the lawn fertilization schedule as specified.

GRASS TYPE	QUANTITY	RATIO
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 5:2:1 with a post-emergent weed control
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 10:1:2 with insecticide
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 3:1:3
St. Augustine	1 lb of N/1000 per sq. ft.	N,P,K 5:2:1
Bahia Grass	1 lb of N/1000 per sq. ft.	N,P,K 3:1:3
Shrub & Ground Cover	1 ½ to 3 lbs N/100 per sq. ft.	N,P,K 3:1:2
Trees & Palms	1lb per inch of tree diameter, but no more than 8 lbs of fertilizer per tree	N,P,I 4:1:1

MULCHING

All mulch products shall be approved prior to installation. Mulch will be placed one (1) time per calendar year as directed by the Director of Public Works. Florida red chip, natural chip, melalauca, recycled wood, pine needle, pine bark mulch and/or engineered wood chip mulch shall be used. Additionally, price per cubic yard for each type of mulch includes all labor, material and equipment in order to complete the full service per site. Omission of any essential detail from these specifications does not relieve the successful proposer from the furnishing of a complete mulch application. Engineered wood chip mulch shall meet or exceed ASTM F-1292, ASTM F-1951, and ASTM F-2075. The successful proposer shall provide a quart size bag sample prior to installation and shall also provide an IPEMA certificate of compliance.

The successful proposer shall insure that mulch **does not** contain CCA (Chromium, Copper, Arsenic), demolition or recycled construction wood. The successful proposer shall remove all weeds and unwanted plant growth from mulch beds prior to mulching. The successful proposer shall rake mulch to enhance aesthetics and break up any underlying hydrophobic layers to allow for better water percolation.

The successful proposer shall install new mulch in all plant beds, hedges and tree rings. Mulch shall be installed to raise the mulch bed to a minimum depth of two (2) inches. After two (2) inches, successful proposer shall not pile mulch up against tree trunks. Keep mulch a minimum of 3 to 6 inches away from trunks and stems of young trees and shrubs and 8 to 12 inches away from the trunks of older trees and shrubs. The successful proposer shall provide a copy of receipts showing brand and quantities of mulch purchased to the Director of Public Works at time of service.

IRRIGATION

The successful proposer shall be responsible for inspecting the irrigation systems once a month. The inspection shall consist of inspecting the systems for proper operation of the pumps, controllers, valves, timers, electric and water supply. The successful proposer shall go through

the entire system zone by zone, clean, adjust and repair all broken sprinkler heads and nozzles and inspect for any leaking pipes. The successful proposer shall trim and clean around all sprinkler heads and adjust heads, as needed to provide free flow of water. The successful proposer shall notify the Town of visible irrigation system problems.

The successful proposer shall provide the Town an hourly rate to perform all other irrigation systems repairs such as broken pipes, mainlines, suction lines, pumps, controllers, valves and timers. The successful proposer will provide to the Town copies of all invoices for parts at costs needed for the repairs of the irrigation system and shall be reimbursed by the Town on a monthly basis. The Town shall be notified immediately (by 3:30 pm of the present working day), of any inoperable systems, (i.e. pumps failing to come on). All damaged irrigation system components shall be reported by the successful proposer to the Director of Public Works. Components damaged by the Contractor's equipment or personnel will be replaced by the successful proposer at the successful proposer's expense.

ADDITIONAL LANDSCAPING TASKS "OPTIONS"

Services not covered under work defined as "Services Applications" and will be requested on a per man hourly rate, on an "as needed" basis. This shall include, but may not be limited to, planting of trees, plants, bushes; removal of unwanted plants; emergency repairs etc.

PROPOSAL FORM

Proposal of _____ (Proposer), to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Proposal Documents and Scope of Work/Technical Specifications for:

**Landscape and Maintenance Service
for the Town of Juno Beach**

TO: Anthony R. Meriano, Director of Public Works
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**PROPOSAL OPENING DATE: Thursday, June 21, 2018 at 11:00 A.M. AT THE
JUNO BEACH TOWN CENTER, 340 OCEAN DRIVE, JUNO BEACH, FL 33408**

MONTHLY proposal prices shall be summarized below, based on a two (2) year service agreement. The Parties may extend the service period for two (2) additional two (2) year terms, with mutual consent. It is the responsibility of the Proposer to provide documentation that demonstrates its ability to deliver landscape and maintenance services as defined in the Scope of Work/Technical Specifications.

Town Center areas.....\$ _____

Donald Ross Rd. Medians.....\$ _____

Ocean Drive sidewalk landscape.....\$ _____

US Highway 1 medians.....\$ _____

Universe Boulevard medians.....\$ _____

Total Monthly Cost to Provide Landscape and Maintenance Services \$ _____

Name _____ Title _____

Signature _____ Date _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

**STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to the Town of Juno Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20___, by and between the Town of Juno Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

- A. The CONTRACTOR shall provide all material, labor in accordance with the Scope of Work and Specifications (“Work”) as outlined in the Request for Proposal issued by the TOWN.
- B. The TOWN’S representative/liaison during the performance of this Contract shall be Anthony R. Meriano, Director of Public Works, telephone number (561) 656-0310.

ARTICLE 2. TERM/COMMENCEMENT DATE

This Contract shall become effective upon execution by the CONTRACTOR and the TOWN and shall remain in effect for a term of two (2) years, unless terminated earlier in accordance with Article 4. The Parties may extend the service period for two (2) additional two (2) year terms, with mutual consent.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN’S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN for the prior month’s services. Invoices will normally be paid within thirty (30) days following the TOWN representative’s approval.

ARTICLE 4. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon **ninety (90) days** prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under Federal, state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, security and insurance.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

- B. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- C. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- D. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF JUNO BEACH as an "Additional Insured".

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes. The provisions of this article shall survive termination of the Contract.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 12. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 17. MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a

detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Juno Beach.

ARTICLE 18. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408
Attention: Anthony Meriano, Director of Public Works

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20. WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by manufacturer. CONTRACTOR agrees to the terms and conditions of the attached Service Level Agreement (SLA).

ARTICLE 21. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed

a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 22. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 23. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 24. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 25. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall

be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 26. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Juno Beach or its designated representative.

ARTICLE 27. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 28. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 29. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, DEPUTY TOWN CLERK CAITLIN COPELAND AT (561) 656-0304 OR CCOPELAND@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as

otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:

BY: _____
TOWN MANAGER

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

APPENDIX

CONTRACTOR MAINTAINED LANDSCAPE AREAS

The following listed locations are the vegetated areas within the Town of Juno Beach which will be serviced and maintained by the Landscape Maintenance Contractor.

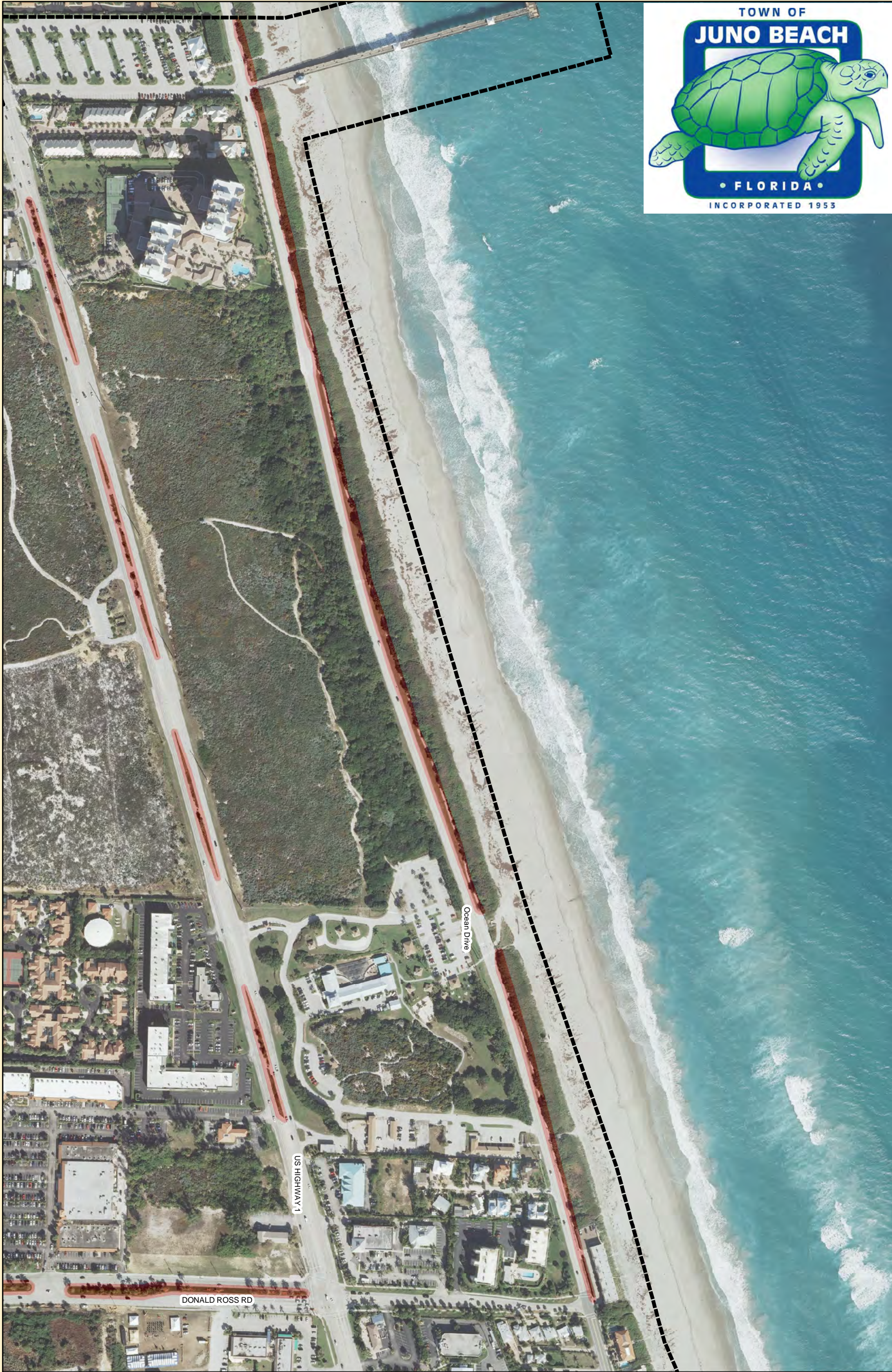
Town Center – All Town properties north of the south side of the Town Center building.

Donald Ross Road – Medians only (Donald Ross Road west of US Highway 1 to Ellison Wilson Road intersection)

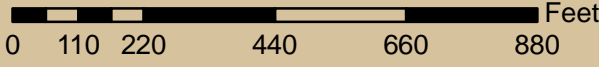
Ocean Drive sidewalk landscaping – Grassed area on the east side of Ocean Drive between Donald Ross Road and northern Town Line, including trimming of all vegetative materials encroaching from east of the sidewalk.

US Highway 1 – All medians on US Highway 1 within the Town of Juno Beach limits.

Universe Boulevard – All medians on Universe Boulevard between US Highway 1 and Ellison Wilson Road.



**Contractor Maintained
Landscape Areas- Ocean Drive Sidewalk**





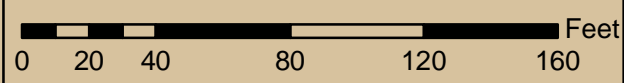
LN

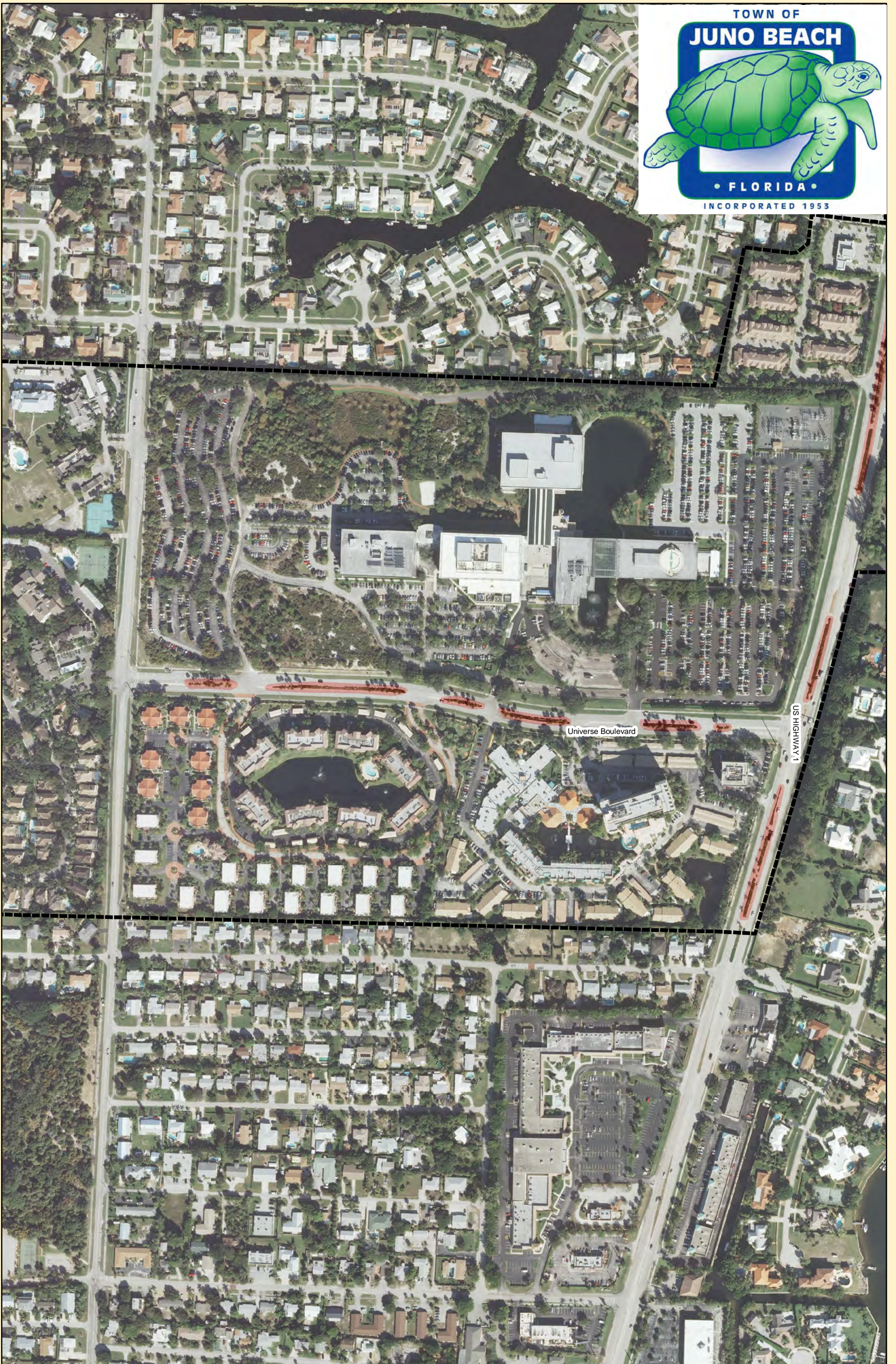
MERC

AL

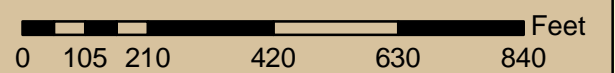


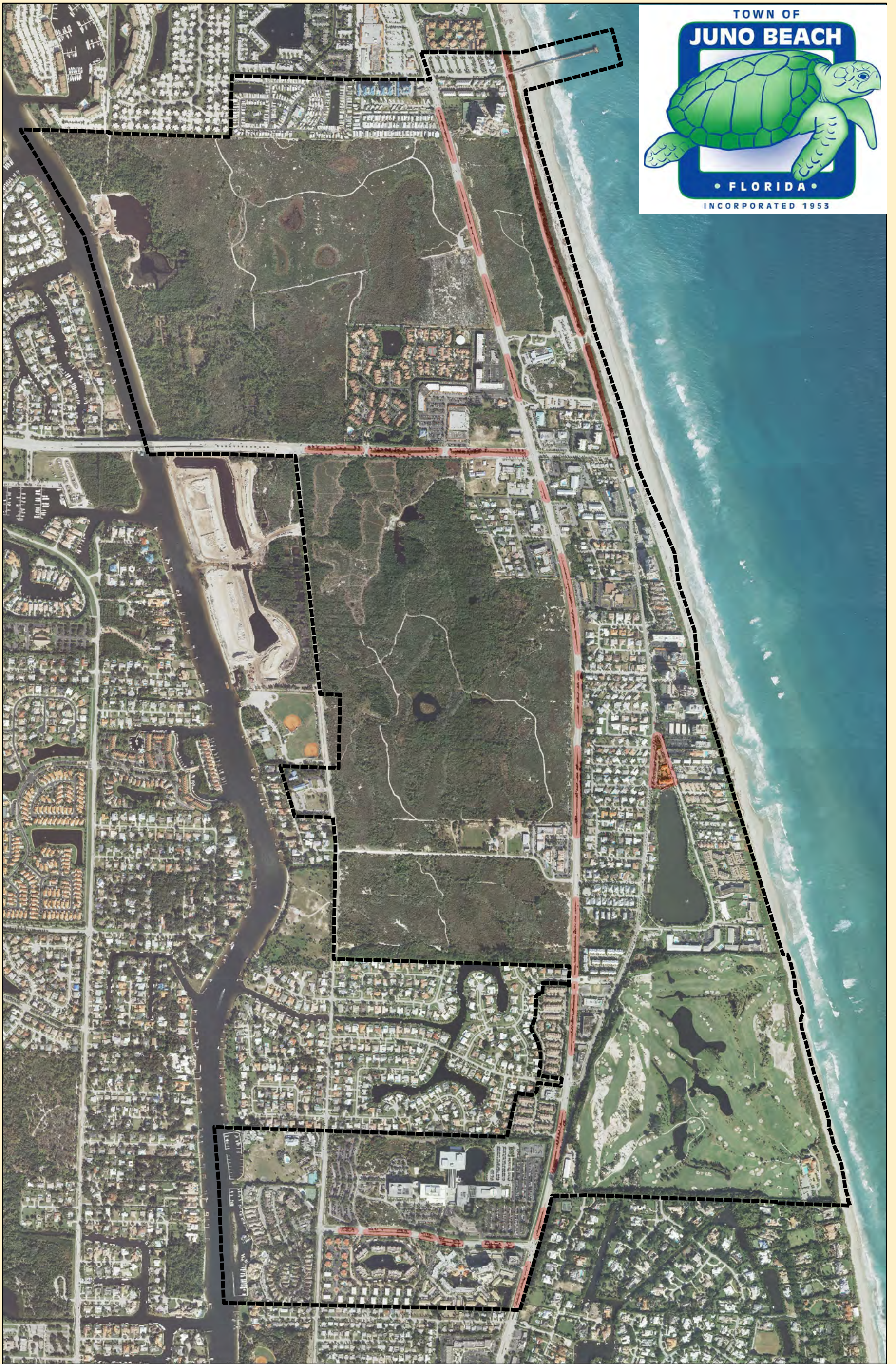
**Contractor Maintained
Landscape Areas- Town Center**



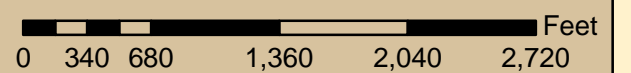


**Contractor Maintained
Landscape Areas- Universe Blvd Medians**





**Contractor Maintained
Landscape Areas- US Highway 1 Medians**





Contractor Maintained Landscape Areas- Donald Ross Rd

